

***Westside Community
Development District***

Agenda

November 1, 2017

AGENDA

Westside

Community Development District

135 W. Central Blvd., Suite 320, Orlando, FL 32801
Phone: 407-841-5524 – Fax: 407-839-1526

October 25, 2017

**Board of Supervisors
Westside Community
Development District**

Dear Board Members:

The Board of Supervisors of Westside Community Development District will meet **Wednesday, November 1, 2017 at 11:00 AM at the Offices of Hanson, Walter & Associates, 8 Broadway Avenue, Suite 104, Kissimmee, FL 34741.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the October 11, 2017 Meeting
4. Consideration of Resolution 2018-02 Bond Delegation Resolution
5. Ratification of Agreement with Down to Earth for Landscape Maintenance Services on Westside Blvd.
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Discussion of Direct Bill Status
7. Supervisor's Requests
8. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the October 11, 2017. The minutes have been enclosed for your review.

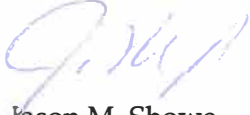
The fourth order of business is the consideration of Resolution 2018-02 bond delegation resolution. A copy of the Resolution is enclosed for your review.

The fifth order of business is the ratification of agreement with Down to Earth for landscape maintenance services on Westside Blvd. A copy of the proposal is enclosed for your review.

The sixth order of business is the Staff Reports. Section C is the District Manager's Report. Section 1 includes the check register for approval. Due to the earlier date of the meeting, the financial reports will not be available. Section 2 is the discussion of the direct bill status. A copy of the summary is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,



Jason M. Showe
District Manager

CC: Jan Carpenter, District Counsel
Santiago Machado, District Engineer
Darrin Mossing, GMS

Enclosures

MINUTES

MINUTES OF MEETING
WESTSIDE
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Westside Community Development District was held Wednesday, October 11, 2017 at 11:00 a.m. at the offices of Hanson Walter & Associates, 8 Broadway Avenue, Suite 104, Kissimmee, Florida.

Present and constituting a quorum were:

Drew Abel	Chairman
Mike Dady	Assistant Secretary
Scott Stewart	Assistant Secretary

Also present were:

Jason Showe	District Manager
Jan Carpenter	District Counsel
Andrew d'Adesky	Latham Shuker
Santiago Machado	District Engineer
Brian Smith	Field Manager
Nate Eckloff	RBC Capital Markets (by phone)
Julie Santamaria	RBC Capital Markets
Bennett Ruedas	Mattamy Homes (by phone)

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order.

SECOND ORDER OF BUSINESS

Public Comment Period

There being none, the next item followed.

THIRD ORDER OF BUSINESS

**Approval of the Minutes of the September 6,
2017 Meeting**

On MOTION by Mr. Abel seconded by Mr. Stewart with all in favor the minutes of the September 6, 2017 meeting were approved as presented.
--

Mr. Eckloff joined the meeting at this time by telephone.

FOURTH ORDER OF BUSINESS

Public Hearing

On MOTION by Mr. Abel seconded by Mr. Dady with all in favor the public hearing was opened.

A. Consideration of the First Supplement to the Engineer's Report

Mr. Showe stated this is for Westside Phases 1, 2, and 3 specifically the Solara Development Phases 1 and 2 and that was provided as part of your package.

Mr. Dady asked what is LaRosa?

Mr. Machado responded that is the property located at the northeast corner of Funie Steed Road and Westside Boulevard, Paradise Palms.

Mr. Dady asked is it a particular phase of Lennar, Paradise Palms?

Mr. Showe stated I think it is all of it. That was the original name and it was sold and redeveloped.

Mr. Dady stated it says the Phase 2 public infrastructure has been fully completed. Is that entirely accurate? We have had some discrepancy over CIP District road issues with Lennar before on Funie Steed, the entire completion and acceptance of the road by the County.

Mr. Machado responded Funie Steed is completed and accepted.

Mr. Dady asked what about the utilities?

Mr. Machado responded the utilities are the only outstanding item in making those connections.

Mr. d'Adesky stated that is on the agenda today. All the roadway improvements that get dedicated to the County have all been completed.

B. Consideration of Assessment Methodology Report

Mr. Showe stated the methodology takes the full infrastructure costs as described in the engineer's report and we have allocated that to the development plan for Solara. This is a ceiling and we expect the assessments will come in lower than this but we have taken the full cost to build all the infrastructure and assigned that to all the properties.

Mr. Dady asked how much was it grossed up?

Mr. Showe responded we take the full development plan, which is \$10 million in construction costs and they will build the bond numbers based on that.

Mr. Dady asked what was the total ceiling and the amount of debt that was approved at this District when the CDD was formed?

Mr. d'Adesky asked, do you mean for the validation? I'm not sure off the top of my head but we have reviewed those numbers.

Mr. Dady asked do we still have capacity to bond after this?

Mr. d'Adesky responded yes.

Mr. Abel stated one of the metrics was dollars as a percentage of land equity and it was 25% to 30% of the lot value. It depends on how you ask the question.

Mr. Dady asked for future development if someone else wanted to issue more bonds is there still capacity under the validation?

Mr. d'Adesky responded yes, especially given the fact that these numbers are going to come down. We imagine the first issuance will be around \$3.3 million.

Mr. Eckloff stated the last numbers we ran showed \$3.170 million but probably \$3.3 million for purposes of discussion is a good number.

Mr. Showe stated for purposes of the master we contemplate that the District is going to be building and assessing for the full construction value and we expect the bond issues to be far less than that.

C. Public Comment and Testimony

There being none, the next item followed.

D. Consideration of Resolution 2018-01

Mr. d'Adesky stated the resolution, which is subject to the public hearing is confirming and authorizing, equalizing and approving, levying special assessments up to the amount of the value of the project and not to exceed \$13 million but the first issuance is only estimated to be \$3.3 million. It approves both the engineer's report and methodology, it gives that estimate of cost, authorizes the project, provides for the assessment to be collected via the methods in Chapter 190, 197, which is through direct collection or through the tax bill.

Mr. Dady stated this is the first bond issue and it is citing Solara Phase 1 and Solara Phase 2. Are the bond proceeds going to be spread onto both phases or is it a single phase?

Mr. Machado stated the way it is worded it is just Phase 1 for right now.

Mr. Showe stated by setting that ceiling at this level we can issue multiple series of bonds underneath that cap as long as they apply to Phases 1 and 2.

Mr. d'Adesky stated at this point I think we have discussed three separate issuances.

Mr. Eckloff stated we are looking at three phases, the first phase is 2017, the second was 2020 and the third was 2024. We can make adjustments later on but initially that is what we have.

Mr. Dady asked is it strictly infrastructure on the bonds or are you financing any of the amenities?

Mr. Abel responded just infrastructure.

On MOTION by Mr. Abel seconded by Mr. Stewart with all in favor Resolution 2018-01 was approved.

On MOTION by Mr. Abel seconded by Mr. Stewart with all in favor the public hearing was closed.

FIFTH ORDER OF BUSINESS

Consideration of Toho Water Authority Maintenance Bond

Mr. Showe stated the item is listed as consideration of Toho Water Authority maintenance bond and unfortunately in the last few days we were hit with an additional cost that is going to be required to complete that project. The Board previously approved a not to exceed amount of \$60,000 and with the latest change order we are looking at a total of \$73,546. We would like the Board to approve an additional \$15,000.

Mr. Machado stated this is the last connection and the reason for this change order is once the contractor exposed the area the pipes were much deeper than what was shown on the plans. It requires additional dewatering and additional work; the sidewalk needs to be removed and replaced. There is additional work that needs to be done in order to dig down to that depth to make that connection.

Mr. Dady stated so it is the contractor and not Toho who is adding the additional money.

Mr. Machado stated correct.

On MOTION by Mr. Abel seconded by Mr. Dady with all in favor an additional not to exceed amount of \$20,000 was approved for the contract to convert the irrigation line to a reuse line.

Mr. Showe stated the second part of this is to complete that project we do have to submit some fees to Toho. There is an inspection fee and a 10% maintenance bond fee. We were looking at getting a bond for that but the District does have over \$200,000 in the capital reserve fund and we thought it best to not incur any additional costs for the District. We can post a 10% cash bond to Toho and get it returned at no cost to the District.

Mr. Abel asked is that one year or two years?

Mr. Machado responded one year.

SIXTH ORDER OF BUSINESS

Consideration of Agreement with Berger, Toombs, Elam, Gaines & Frank to Provide Auditing Services for Fiscal Year 2017

Mr. Showe stated earlier this year the Board met as the Audit Committee and selected this firm as the no. 1 ranked firm and this agreement is in line with that proposal that was approved by the Board and it is under what we budgeted because we didn't have the numbers at that time.

On MOTION by Mr. Dady seconded by Mr. Abel with all in favor the engagement letter with Berger Toombs to perform the Fiscal Year 2017 audit was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

There being none, the next item followed.

B. Engineer

There being none, the next item followed.

C. Manager

i. Approval of Check Register

On MOTION by Mr. Abel seconded by Mr. Stewart with all in favor the check registers were approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

iii. Discussion of Direct Bill Status

A copy of the direct bill status was included in the agenda package.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

There being none,

On MOTION by Mr. Abel seconded by Mr. Stewart with all in favor the meeting adjourned at 11:18 a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2018-02

A RESOLUTION OF WESTSIDE COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION NO. 2005-13, AS PREVIOUSLY SUPPLEMENTED BY AUTHORIZING THE ISSUANCE OF ITS WESTSIDE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2017 (SOLARA PHASE 1 ASSESSMENT AREA) IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$4.0 MILLION FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIRMAN OR VICE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH 2017 BONDS TO RBC CAPITAL MARKETS, LLC BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE AGREEMENT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE FOURTH SUPPLEMENTAL TRUST INDENTURE; APPROVING U.S. BANK NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH 2017 BONDS; MAKING CERTAIN FINDINGS; APPROVING FORM OF SAID 2017 BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT AND AUTHORIZING THE EXECUTION THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ACQUISITION AGREEMENT, COMPLETION AGREEMENT AND TRUE UP AGREEMENT; AUTHORIZING CERTAIN OFFICIALS OF WESTSIDE COMMUNITY DEVELOPMENT DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID 2017 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID 2017 BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Westside Community Development District (the "District") is authorized by Florida Statutes, Chapter 190 (the "Act") and Ordinance No. 04-34 and Ordinance No. 07-19 of Osceola County, Florida, (collectively, the "Ordinance"), to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by levying and collecting special assessments on

property located within the District and specially benefited by the assessable improvements to be financed with certain proceeds of its bonds; and

WHEREAS, the District pursuant to its Resolution No. 2005-13 as (the "First Resolution") authorized the issuance of its not exceeding \$85,000,000 principal amount of its special assessment revenue bonds (the "Bonds") in separate series for the purposes set forth in said First Resolution and approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the First Resolution; and

WHEREAS, the only Bonds previously issued by the District are its \$17,525,000 original principal amount of Special Assessment Revenue Bonds, Series 2005 and its \$17,510,000 original principal amount of Special Assessment Revenue Bonds, Series 2007; and

WHEREAS, the Bonds were validated by final judgments rendered by the Circuit Court in and for Osceola County, Florida on March 30, 2005 and September 4, 2007; and

WHEREAS, the District now desires to supplement the First Resolution, to authorize the issuance of and award the sale of its Special Assessment Revenue Bonds, Series 2017 (Solara Phase 1 Assessment Area) (the "2017 Bonds") in a principal amount not exceeding \$4.0 Million, to approve the Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the 2017 Bonds; and

WHEREAS, the Board of Supervisors of the District (the "Board") has received from RBC Capital Markets, LLC (the "Underwriter") a proposal in the form of a Bond Purchase Agreement (the "Contract") for the purchase of the 2017 Bonds and the Board has determined that acceptance of such proposal and the sale of the 2017 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF WESTSIDE COMMUNITY DEVELOPMENT DISTRICT, as follows:

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

SECTION 2. Authorization. There is hereby authorized to be issued the 2017 Bonds in a principal amount not exceeding \$4,000,000. The 2017 Bonds shall be issued under and secured by that Master Trust Indenture dated as of February 1, 2005 (the "Master Indenture") as supplemented by that Fourth Supplemental Trust Indenture (the "Supplemental Indenture") both by and between the District and U.S. Bank National Association, as trustee (the "Trustee") (the Master Indenture and the Supplemental Indenture are referred to collectively as the "Indenture"). The proceeds of the 2017 Bonds shall be used for the purposes set forth in the Supplemental Indenture and the Limited Offering Memorandum (hereinafter defined).

SECTION 3. Approval of Supplemental Indenture. The Supplemental Indenture is hereby approved in substantially the form set forth as part of **Exhibit A** hereto and the Chairman or the Vice Chairman of the Board are hereby authorized and directed to execute and deliver such Supplemental Indenture on behalf of and in the name of the District and the Secretary or

any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby approved to serve as Trustee, Bond Registrar and Paying Agent under such Supplemental Indenture.

SECTION 4. Negotiated Sale. The Board hereby determines that a negotiated sale of the 2017 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District's ability to issue and deliver the 2017 Bonds at presently favorable interest rates, and because the nature of the security for the 2017 Bonds and the sources of payment of debt service on the 2017 Bonds require the participation of an underwriter in structuring the bond issue.

SECTION 5. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chairman or Vice Chairman of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chairman or Vice Chairman; provided that (i) the principal amount of the 2017 Bonds shall not exceed \$4,000,000; (ii) the interest rate on none of the 2017 Bonds will exceed seven percent (7.0%) per annum; (iii) the Underwriter's discount shall not exceed two and one-half percent (2.5%) of the principal amount of the 2017 Bonds exclusive of the fee and expenses of Underwriter's Counsel; and (iv) the 2017 Bonds shall be subject to optional redemption no later than May 1, 2030 at a Redemption Price not in excess of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the 2017 Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chairman or Vice Chairman is hereby authorized to approve such insertions, changes and modifications, and, the Chairman or Vice Chairman is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chairman or Vice Chairman is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the 2017 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the 2017 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chairman or Vice Chairman as necessary to conform to the details of the 2017 Bonds and such other insertions, modifications and changes as may be approved by the Chairman or Vice Chairman. The execution and delivery of the Limited Offering Memorandum by the Chairman or Vice Chairman shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering

Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the 2017 Bonds.

SECTION 7. Form of 2017 Bonds. The 2017 Bonds shall be in substantially the form as set forth in the exhibit to the Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the 2017 Bonds shall approve, such approval to be conclusively evidenced by the execution of the 2017 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the 2017 Bonds.

SECTION 8. Continuing Disclosure Agreement. The form and content of the Continuing Disclosure Agreement (the "Disclosure Document") relating to the 2017 Bonds attached hereto as **Exhibit D** is hereby approved. The Chairman or Vice Chairman and the Secretary or any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

SECTION 9. Application of 2017 Bond Proceeds. Proceeds of the 2017 Bonds, shall be applied as provided in the Supplemental Indenture.

SECTION 10. Approval of Acquisition Agreement, Completion Agreement and True-Up Agreement. The Acquisition Agreement, Completion Agreement and True-Up Agreement are hereby approved in substantially the form set forth in composite **Exhibit E** hereto and the Chairman or the Vice Chairman of the Board is hereby authorized and directed to execute and deliver such documents on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chairman or the Vice Chairman executing the same, such execution to be conclusive evidence of such approval.

SECTION 11. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the 2017 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

SECTION 12. Other Actions. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), Akerman LLP, as Bond Counsel, Latham, Shuker, Eden & Beaudine, LLP the District's General Counsel, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the 2017 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the

Supplemental Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract.

SECTION 13. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

SECTION 14. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 15. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 16. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 1st day of November, 2017.

**WESTSIDE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman

[SEAL]
Attest:

By: _____
Secretary

FOURTH SUPPLEMENTAL TRUST INDENTURE
BETWEEN
WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
AND
U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE

Dated as of November 1, 2017

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This Table of Contents is incorporated herein for ease of reference only and shall not be deemed a part of the Fourth Supplemental Trust Indenture.

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FOURTH SUPPLEMENTAL TRUST INDENTURE

THIS FOURTH SUPPLEMENTAL TRUST INDENTURE (the "Fourth Supplemental Indenture") dated as of November 1, 2017, from **WESTSIDE COMMUNITY DEVELOPMENT DISTRICT** (the "District") to **U.S. BANK NATIONAL ASSOCIATION**, as successor in interest to SunTrust Bank, National Association, as trustee (the "Trustee"), a national banking association authorized to accept and execute trusts of the character herein set out within the State of Florida.

WHEREAS, the District has entered into a Master Trust Indenture dated as of February 1, 2005 (the "Master Indenture") with the Trustee to secure the issuance of its Westside Community Development District Special Assessment Revenue Bonds (the "Bonds"), issuable in one or more Series from time to time; and

WHEREAS, pursuant to Resolution No. 2005-13 adopted by the Governing Body of the District on October 12, 2004 (the "Bond Resolution"), the District has authorized the issuance of its not exceeding \$85,000,000 of its Westside Community Development District Revenue Bonds, in one or more Series and authorized the execution and delivery of the Master Indenture to secure the issuance of the Bonds and any bond anticipation notes issued in anticipation of the issuance of any Bonds; and

WHEREAS, the Bonds were validated by the Circuit Court of the Ninth Judicial Circuit of the State of Florida in and for Osceola County, Florida in final judgments, rendered on March 30, 2005 and September 4, 2017 and the appeal period from such final judgments has expired with no appeal being taken; and

WHEREAS, the only Bonds previously issued by the District are its \$17,525,000 original principal amount of Special Assessment Revenue Bonds, Series 2005 and its \$17,510,000 original principal amount of Special Assessment Revenue Bonds, Series 2007; and

WHEREAS, the Governing Body of the District has duly adopted resolutions, defining assessable property to be benefited by the Total Project (hereinafter defined), defining the portion of the Cost of the Total Project (the "2017 Project") with respect to which Series 2017 Assessments (hereinafter defined) will be imposed and the manner in which such Series 2017 Assessments shall be levied against such benefited property within the District, directing the preparation of an assessment roll calling for a public hearing of the District at which owners of property to be subject to the Series 2017 Assessments may be heard as to the propriety and advisability of undertaking the 2017 Project, as to the cost thereof, the manner of payment therefor, and the amount to be assessed against each property improved by the 2017 Project, and stating the intent of the District to issue Bonds of the District secured primarily by such Series 2017 Assessments to finance the costs of the acquisition and construction of the 2017 Project and following a public hearing conducted in accordance with the Act, to fix and establish the Series 2017 Assessments and the benefited property (collectively, the "Assessment Resolution"); and

WHEREAS, pursuant to the Bond Resolution as supplemented by Resolution _____ adopted by the Governing Body of the District on November 1, 2017, the District has authorized the issuance, sale and delivery of \$ _____ of its Westside Community Development District

Special Assessment Revenue Bonds, Series 2017 (the "Series 2017 Bonds") as a Series of Bonds under the Master Indenture and authorized the execution and delivery of this Fourth Supplemental Indenture to secure the issuance of the Series 2017 Bonds and to set forth the terms of the Series 2017 Bonds; and

WHEREAS, the District will apply the proceeds of the Series 2017 Bonds to: (i) finance the Cost of acquisition, construction, installation and equipping of a portion of the 2017 Project which 2017 Project is further described in Exhibit A hereto; (ii) pay certain costs associated with the issuance of the Series 2017 Bonds; (iii) pay a portion of the interest to become due on the Series 2017 Bonds; and (iv) fund the 2017 Reserve Account as herein provided; and

WHEREAS, the execution and delivery of the Series 2017 Bonds and of this Fourth Supplemental Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Series 2017 Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Fourth Supplemental Indenture a valid and binding agreement and, together with the Master Indenture, a valid and binding lien on the 2017 Trust Estate (as hereinafter defined) have been done;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS FOURTH SUPPLEMENTAL INDENTURE WITNESSETH:

That the District, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the mutual covenants herein contained, the purchase and acceptance of the Series 2017 Bonds by the purchaser or purchasers thereof, and other good and valuable consideration, receipt of which is hereby acknowledged, and in order to further secure the payment of the principal and Redemption Price (as defined in the Master Indenture) of, and interest on, all Series 2017 Bonds Outstanding (as defined in the Master Indenture) from time to time, according to their tenor and effect, and such other payments required to be made under the Master Indenture or hereunder, and to further secure the observance and performance by the District of all the covenants, expressed or implied in the Master Indenture, in this Fourth Supplemental Indenture and in the Series 2017 Bonds: (a) has executed and delivered this Fourth Supplemental Indenture and (b) does hereby, in confirmation of the Master Indenture, grant, bargain, sell, convey, transfer, assign and pledge unto the Trustee, and unto its successors in interest the trusts under the Master Indenture, and to them and their successors and assigns forever, all right, title and interest of the District, in, to and under, subject to the terms and conditions of the Master Indenture and the provisions of the Master Indenture pertaining to the application thereof for or to the purposes and on the terms set forth in the Master Indenture, the revenues derived by the District from the Series 2017 Assessments levied and imposed pursuant to the Assessment Proceedings as the same may be amended from time to time (the "2017 Pledged Revenues") and the Funds and Accounts (except for the 2017 Rebate Account and the 2017 Cost of Issuance Account) established hereby (the "2017 Pledged Funds") which shall comprise the Trust Estate securing only the Series 2017 Bonds, (the "2017 Trust Estate");

TO HAVE AND TO HOLD all the same by the Master Indenture granted, bargained, sold, conveyed, transferred, assigned and pledged, or agreed or intended so to be, to the Trustee and its successors in trust and to it and its assigns forever;

IN TRUST NEVERTHELESS, except as in each such case may otherwise be provided in the Master Indenture, upon the terms and trusts in the Master Indenture set forth for the equal and proportionate benefit, security and protection of all and singular the present and future Owners of the Series 2017 Bonds issued or to be issued under and secured by this Fourth Supplemental Indenture, without preference, priority or distinction as to lien or otherwise, of any 2017 Bond over any other 2017 Bond by reason of priority in their issue, sale or execution;

PROVIDED HOWEVER, that if the District, its successors or assigns, shall well and duly pay, or cause to be paid, or make due provision for the payment of the principal and Redemption Price of the Series 2017 Bonds or any 2017 Bond secured and Outstanding under this Fourth Supplemental Indenture and the interest due or to become due thereon, at the times and in the manner mentioned in the Series 2017 Bonds and this Fourth Supplemental Indenture, according to the true intent and meaning thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Master Indenture and this Fourth Supplemental Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provision of the Master Indenture and this Fourth Supplemental Indenture, then upon such final payments, this Fourth Supplemental Indenture and the rights hereby granted shall cease and terminate, with respect to all Series 2017 Bonds or any 2017 Bond of a particular maturity, otherwise this Fourth Supplemental Indenture shall remain in full force and effect;

THIS FOURTH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Series 2017 Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property pledged to the payment thereof are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as in the Master Indenture (except as amended directly or by implication by this Fourth Supplemental Indenture), including this Fourth Supplemental Indenture, expressed, and the District has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Series 2017 Bonds, as follows:

ARTICLE I DEFINITIONS

Section 101 Definitions. All terms used herein that are defined in the recitals hereto are used with the same meaning herein unless the context clearly requires otherwise. All terms used herein that are defined in the Master Indenture are used with the same meaning herein (including the use of such terms in the recitals hereto and the granting clauses hereof) unless (i) expressly given a different meaning herein or (ii) the context clearly requires otherwise. In addition, unless the context clearly requires otherwise, the following terms used herein shall have the following meanings:

"Acquisition Agreement" shall mean any document, including any and all amendments thereto, pursuant to which the Developer conveys to the District any portion of the 2017 Project.

"Amortization Installments" shall mean the moneys required to be deposited in the 2017 Sinking Fund Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds.

"Assessment Interest" shall mean the interest on Series 2017 Assessments received by the District which is pledged to the Series 2017 Bonds, other than Delinquent Assessment Interest.

"Assessment Principal" shall mean the principal amount of Series 2017 Assessments received by the District which are pledged to the Series 2017 Bonds, other than Delinquent Assessment Principal and Prepayment Principal.

"Assessment Proceedings" shall mean the proceedings of the District with respect to the establishment, levy and collection of the Series 2017 Assessments, including the Assessment Resolution and any supplemental proceedings undertaken by the District with respect to the Series 2017 Assessments.

"Beneficial Owner" shall mean the owners from time to time of the Series 2017 Bonds for federal income tax purposes.

"Bond Depository" shall mean the securities depository existing from time to time under Section 201 hereof.

"Bond Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Bond Depository holds Series 2017 Bonds as securities depository.

"Collateral Assignment" shall mean that certain [Collateral Assignment and Assumption of Development Rights Relating to the 2017 Project] and dated the initial delivery date of the Series 2017 Bonds, between the District and the Developer, as amended from time to time.

"Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement dated the date of issuance and delivery of the Series 2017 Bonds, among the District and the Developer and joined in by the Trustee and Disclosure Representative (as defined therein), as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Delinquent Assessment Interest" shall mean Assessment Interest deposited with the Trustee after the date on which such Assessment Interest has become due and payable in accordance with applicable law or proceedings of the District.

"Delinquent Assessment Principal" shall mean Assessment Principal deposited with the Trustee after the date on which such Assessment Principal has become due and payable in accordance with applicable law or proceedings of the District.

"Developer" shall mean Mattamy Orlando LLC, a Delaware limited liability company.

"DTC" shall mean The Depository Trust Company, New York, New York, and its successors and assigns.

"Interest Payment Date" shall mean each May 1 and November 1, commencing May 1, 2018.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of the Series 2017 Bonds then Outstanding.

"Nominee" shall mean the nominee of the Bond Depository, which may be the Bond Depository, as determined from time to time pursuant to this Supplemental Indenture.

"Participating Underwriter" shall have the meaning ascribed to it in the Continuing Disclosure Agreement.

"Prepayment Principal" shall mean the excess amount of Assessment Principal received by the District over the Assessment Principal then due, but shall not include Delinquent Assessment Principal. Prepayment Principal shall not include the proceeds of any refunding bonds.

"Redemption Date" shall mean each February 1, May 1, August 1 and November 1.

"Series 2017 Assessments" shall mean the Assessments levied against properties within the District specially benefited by the 2017 Project all as described in the Assessment Proceedings.

"Substantially Absorbed" means the date at least 90% of the principal portion of the Series 2017 Assessments have been assigned to residential units that have received certificates of occupancy.

"Term Bonds" shall mean the Series 2017 Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments.

"2017 Investment Obligations" shall mean and include any of the following securities, if and to the extent the same are at the time legal investments for funds of the District:

- (A) United States Government Obligations;
- (B) obligations of any Federal agency whose debt rating is in the top rating category by both Moody's and S&P.
- (C) deposits, Federal funds or bankers' acceptances (with term to maturity of 270 days or less) of any bank which has an unsecured, uninsured and unguaranteed obligation rated in one of the top two rating categories by both Moody's and S&P;
- (D) commercial paper rated in the top two rating categories by both Moody's and S&P;
- (E) obligations of any state of the United States or political subdivision thereof or constituted authority thereof the interest on which is exempt from federal income taxation under

Section 103 of the Code and rated in one of the top two rating categories by both Moody's and S&P;

(F) either (A) shares of a diversified open-end management investment company (as defined in the Investment Company Act of 1940) or a regulated investment company (as defined in Section 851(a) of the Code) that is a money market fund that is rated in the highest rating category by Moody's or S&P, or (B) shares of money market mutual funds that invest only in Government Obligations and repurchase agreements secured by such obligations, which funds are rated in the highest categories for such funds by Moody's or S&P;

(G) any other investment approved in writing by the Owners of a majority in aggregate principal amount of the 2017 Bonds;

(H) bonds, notes and other debt obligations of any corporation organized under the laws of the United States, any state or organized territory of the United States or the District of Columbia, if such obligations are rated in one of the three highest ratings by both Moody's and S&P or in one of the two highest categories by either S&P or Moody's;

(I) the Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws provided that such fund is rated at least "AA" by S&P (without regard to gradation) or at least "Aa" by Moody's (without regard to gradation); and

(J) repurchase agreements, which will be collateralized at the onset of the repurchase agreement of at least 103% marked to market weekly by the provider with collateral with a domestic or foreign bank or corporation (other than life or property casualty insurance company) the long-term debt of which, or, in the case of a financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's provided that the repurchase agreement shall provide that if during its term the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3," respectively, the provider shall immediately notify the District and the Trustee and the provider shall at its option, within ten days of receipt of publication of such downgrade, either (A) maintain Collateral at levels, sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (B) repurchase all collateral and terminate the repurchase agreement. Further, if the provider's rating by either S&P or Moody's falls below "A-" or "A3," respectively, the repurchase agreement shall provide that the provider must immediately notify the District and the Trustee of such occurrence, and following such notice the Issuer shall direct the Trustee, within ten (10) calendar days, to either (1) maintain collateral at levels sufficient to maintain an "AA" rated investment from S&P and an "Aa" rated investment from Moody's, or (2) repurchase all collateral and terminate the repurchase agreement without penalty. In the event the repurchase agreement provider has not satisfied the above conditions within ten (10) days of the date such conditions apply, then the repurchase agreement shall provide that the Trustee shall be entitled to, and in such event, the Trustee shall withdraw the entire amount invested plus accrued interest, upon its obtaining knowledge of such failure, within two (2) Business Days. Any repurchase agreement entered into pursuant to the Indenture shall contain the following additional provisions:

Failure to maintain the requisite collateral percentage will require the District or the Trustee to liquidate the collateral as provided above;

The Holder of the Collateral, as hereinafter defined, shall have possession of the collateral or the collateral shall have been transferred to the Holder of the collateral, in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

The repurchase agreement shall state and an opinion of counsel in form and in substance satisfactory to the District and the Trustee shall be rendered that the Holder of the collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the collateral is in possession);

The repurchase agreement shall be a "repurchase agreement" as defined in the United States Bankruptcy Code and, if the provider is a domestic bank, a "qualified financial contract" as defined in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") and such bank is subject to FIRREA;

The repurchase transaction shall be in the form of a written agreement, and such agreement shall require the provider to give written notice to the Trustee of any change in its long-term debt rating;

The District or its designee shall represent that it has no knowledge of any fraud involved in the repurchase transaction;

The District and the Trustee shall receive the opinion of counsel (which opinion shall be addressed to the District and the Trustee and shall be in form and substance satisfactory to the District and Trustee) that such repurchase agreement complies with the terms of this section and is legal, valid, binding and enforceable upon the provider in accordance with its terms;

The term of the repurchase agreement shall be no longer than one year;

The interest with respect to the repurchase transaction shall be payable no less frequently than monthly;

The repurchase agreement shall provide that the Trustee may withdraw funds without penalty at any time, or from time to time, for any purpose permitted or required under this Indenture;

Any repurchase agreement shall provide that a perfected security interest in such investments is created for the benefit of the Beneficial Owners under the Uniform Commercial Code of Florida, or book-entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. are created for the benefit of the Beneficial Owners; and

The collateral delivered or transferred to the District, the Trustee, or a third-party acceptable to, and acting solely as agent for, the Trustee (the "Holder of the Collateral") shall be delivered and transferred in compliance with applicable state and federal laws (other than by

means of entries on provider's books) free and clear of any third-party liens or claims pursuant to a custodial agreement subject to the prior written approval of the majority of the Holders and the Trustee. The custodial agreement shall provide that the Trustee must have disposition or control over the collateral of the repurchase agreement, irrespective of an event of default by the provider of such repurchase agreement.

If such investments are held by a third-party, they shall be held as agent for the benefit of the Trustee as fiduciary for the Beneficial Owners and not as agent for the bank serving as Trustee in its commercial capacity or any other party and shall be segregated from securities owned generally by such third party or bank;

(K) in addition to investments or the type specified in (C) of the definition of 2017 Investment Obligations, negotiable or non-negotiable certificates of deposit, savings accounts, deposit accounts, money market deposits or banking arrangements issued by or with any financial institution subject to state or federal regulation provided that the full principal amount is insured by the Federal Deposit Insurance Corporation ("FDIC") (including the FDIC's Savings Association Insurance Fund); and

(L) other investments permitted by Florida law and directed by the Issuer.

(M) Money market funds rated "Aam" or "AAm-G" by S & P, or better and if rated by Moody's rated "Aa2" or better.

Under all circumstances, the Trustee shall be entitled to rely that any investment directed by an Authorized Officer of the District is permitted under the Indenture.

"2017 Reserve Account Requirement" shall mean the least of: (i) Maximum Annual Debt Service Requirement for the Series 2017 Bonds, (ii) 125% of the average annual debt service for the Series 2017 Bonds, or (iii) 10% of the proceeds of the Series 2017 Bonds calculated as of the date of original issuance thereof.

ARTICLE II

AUTHORIZATION, ISSUANCE AND PROVISIONS OF SERIES 2017 BONDS

Section 201 Authorization of Series 2017 Bonds: Book-Entry Only Form. The Series 2017 Bonds are hereby authorized to be issued in the aggregate principal amount of \$_____ for the purposes enumerated in the recitals hereto. The Series 2017 Bonds shall be substantially in the form set forth as **Exhibit B** to this Fourth Supplemental Indenture. Each Series 2017 Bond shall bear the designation "2017" and be numbered consecutively from 1 upwards.

The Series 2017 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2017 Bond for each maturity of Series 2017 Bonds. Upon initial issuance, the ownership of such Series 2017 Bond shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of The Depository Trust Company, New York, New York ("DTC"), the initial Bond Depository. Except as provided in this Section 201, all of the Outstanding Series 2017 Bonds shall be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC.

With respect to Series 2017 Bonds registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation to any such Bond Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, the District, the Trustee, the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Bond Participant with respect to any ownership interest in the Series 2017 Bonds, (ii) the delivery to any Bond Participant or any other person other than an Owner, as shown in the registration books kept by the Bond Registrar, of any notice with respect to the Series 2017 Bonds, including any notice of redemption, or (iii) the payment to any Bond Participant or any other person, other than an Owner, as shown in the registration books kept by the Bond Registrar, of any amount with respect to principal of, premium, if any, or interest on the Series 2017 Bonds. The District, the Trustee, the Bond Registrar and the Paying Agent may treat and consider the person in whose name each Series 2017 Bond is registered in the registration books kept by the Bond Registrar as the absolute owner of such Series 2017 Bond for the purpose of payment of principal, premium and interest with respect to such Series 2017 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2017 Bond, for the purpose of registering transfers with respect to such Series 2017 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2017 Bonds only to or upon the order of the respective Owners, as shown in the registration books kept by the Bond Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payment shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2017 Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Bond Registrar, shall receive a certificated Series 2017 Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to the provisions hereof. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new Nominee in place of Cede & Co., and subject to the provisions therein with respect to Record Dates, the words "Cede & Co." in this Fourth Supplemental Indenture shall refer to such new Nominee of DTC; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Trustee, Bond Registrar and the Paying Agent.

Upon receipt by the Trustee or the District of written notice from DTC: (i) confirming that DTC has received written notice from the District to the effect that a continuation of the requirement that all of the Outstanding Series 2017 Bonds be registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as Nominee of DTC, is not in the best interest of the Beneficial Owners of the Series 2017 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute Bond Depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, the Series 2017 Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Beneficial Owners shall designate, in accordance with the provisions hereof.

Section 202 Terms of Series 2017 Bonds. The Series 2017 Bonds shall be issued as ____ () Term Bonds as set forth below and shall bear interest at the fixed interest rates per annum and shall mature in the amounts and on the dates set forth below:

\$ _____, ____ % Term Bond due _____ 1, ____

\$ _____, ____ % Term Bond due _____ 1, ____

\$ _____, ____ % Term Bond due _____ 1, ____

\$ _____, ____ % Term Bond due _____ 1, ____

Section 203 Dating; Interest Accrual. Each Series 2017 Bond shall be dated _____, 2017. Each Series 2017 Bond shall also bear its date of authentication. Each Series 2017 Bond shall bear interest from the Interest Payment Date to which interest has been paid next preceding the date of its authentication, unless the date of its authentication: (i) is an Interest Payment Date to which interest on such Series 2017 Bond has been paid, in which event such Series 2017 Bond shall bear interest from its date of authentication; or (ii) is prior to the first Interest Payment Date for the Series 2017 Bonds, in which event such Series 2017 Bond shall bear interest from its date. Interest on the Series 2017 Bonds shall be due and payable on each May 1 and November 1, commencing May 1, 2018, and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 204 Denomination. The Series 2017 Bonds may be issued in Authorized. Delivery of Series 2017 Bonds to the initial purchaser thereof shall be in denominations of \$100,000 or integral multiples of \$5,000 in excess thereof.

Section 205 Paying Agent. The District appoints the Trustee as Paying Agent for the Series 2017 Bonds.

Section 206 Bond Registrar. The District appoints the Trustee as Bond Registrar for the Series 2017 Bonds.

Section 207 Conditions Precedent to Issuance of Series 2017 Bonds. In connection with the issuance of the Series 2017 Bonds, all the Series 2017 Bonds shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of:

- (a) Certified copies of the Assessment Proceedings;
- (b) Executed originals of the Master Indenture and this Fourth Supplemental Indenture;
- (c) A Bond Counsel opinion substantially to the effect that; (i) the Indenture has been duly authorized and executed by the District and constitutes a valid and binding obligation of the District; (ii) the Series 2017 Bonds have been duly authorized, executed and delivered by the District and are valid and binding special obligations of the District, payable solely from the sources provided therefor in the Indenture; (iii) the interest on the Series 2017 Bonds is

excludable from gross income for federal income tax purposes; and (iv) the Series 2017 Bonds and the interest paid thereon are exempt from all taxes imposed by the State of Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes on corporations and other entities, as defined therein.

(d) An opinion of Counsel to the District substantially to the effect that; (i) the District has been duly established and validly exists as a community development district under the Act, (ii) the District has good right and lawful authority under the Act to undertake the 2017 Project being financed with the proceeds of the Series 2017 Bonds, subject to obtaining such licenses, orders or other authorizations as are, at the date of such opinion, required to be obtained from any agency or regulatory body having lawful jurisdiction in order to undertake the 2017 Project, (iii) all proceedings undertaken by the District with respect to the Series 2017 Assessments have been in accordance with Florida law, (iv) the District has taken all action necessary to levy and impose the Series 2017 Assessments, and (v) the Series 2017 Assessments are legal, valid and binding liens upon the property against which such Series 2017 Assessments are made, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid;

(e) A certificate of a Responsible Officer to the effect that, upon the authentication and delivery of the Series 2017 Bonds, the District will not be in default in the performance of the terms and provisions of the Master Indenture or this Fourth Supplemental Indenture;

(f) An Engineers' Certificate or Engineers' Certificates certifying as to the accuracy of the information set forth in the District Engineer's Report regarding the 2017 Project; and

(g) A certified copy of the final judgment of validation together with a certificate of no appeal.

(h) Delivery to the Trustee of the net proceeds from the issuance of the Series 2017 Bonds shall constitute satisfactory proof of the delivery of the items described above.

Section 208 Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provisions of the Indenture, failure of the District to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may and, at the request of any Participating Underwriter (as defined in Rule 15c2-12 of the Securities and Exchange Commission) or the Owners of at least 25% aggregate principal amount of Outstanding Series 2017 Bonds, and receipt of indemnity satisfactory to the Trustee or any such Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section.

ARTICLE III

REDEMPTION OF SERIES 2017 BONDS

The Series 2017 Bonds are subject to redemption prior to maturity as provided in the form thereof set forth as **Exhibit B** to this Fourth Supplemental Indenture. Series 2017 Bonds may be purchased as provided in Section 506(ii) of the Master Indenture. If at the time of

mailing the notice of any redemption, the District shall not have deposited with the Trustee or Paying Agent moneys sufficient to redeem all the Series 2017 Bonds called for redemption, such notice shall state that it is subject to the deposit of the redemption moneys with the Trustee or Paying Agent, as the case may be, not later than the opening of business on the redemption date, and such notice shall be of no effect unless such moneys are so deposited.

ARTICLE IV
DEPOSIT OF 2017 BOND PROCEEDS AND APPLICATION THEREOF; ESTABLISHMENT OF
ACCOUNTS AND OPERATION THEREOF

Section 401 Establishment of Accounts.

(a) There are hereby established within the Acquisition and Construction Fund held by the Trustee the following accounts:

- (i) a 2017 Acquisition and Construction Account; and
- (ii) a 2017 Costs of Issuance Account.

(b) There are hereby established within the Debt Service Fund held by the Trustee:
(i) a 2017 Sinking Fund Account and a 2017 Interest Account; and (ii) a 2017 Redemption Account and therein a Prepayment Subaccount.

(c) There is hereby established within the Reserve Fund held by the Trustee a 2017 Reserve Account, which account shall be held for the benefit of all of the Series 2017 Bonds without distinction as to Series 2017 Bonds and without privilege or priority of one 2017 Bond over another;

(d) There is hereby established within the Revenue Fund held by the Trustee a 2017 Revenue Account; and

Section 402 Use of 2017 Bond Proceeds. Following the Trustee's receipt of the items set forth in Section 207 hereof; the net proceeds of sale of the Series 2017 Bonds, \$_____ (face amount of Series 2017 Bonds of \$_____ less underwriter's discount of \$_____ and less original issue discount of \$_____), shall be delivered to the Trustee by the District and be applied as follows:

(a) \$_____, representing the 2017 Reserve Account Requirement, shall be deposited to the 2017 Reserve Account;

(b) \$_____, representing costs of issuance relating to the Series 2017 Bonds, shall be deposited to the credit of the 2017 Costs of Issuance Account;

(c) \$_____ shall be deposited to the 2017 Interest Account; and;

(d) \$_____ of the proceeds of the Series 2017 Bonds remaining after the deposits above shall be deposited to the credit of the 2017 Acquisition and Construction Account.

Section 403 2017 Acquisition and Construction Account.

(a) Amounts on deposit in the 2017 Acquisition and Construction shall be applied to pay the Costs of the 2017 Project upon compliance with the requirements of the requisition provisions set forth in Section 503(ii) of the Master Indenture and **Exhibit C** hereto.

(b) Any balance remaining in the 2017 Acquisition and Construction Account after the Date of Completion and after retaining the amount, if any, of all remaining unpaid Costs of the 2017 Project set forth in the Engineers' Certificate establishing such Date of Completion, shall be transferred to and deposited in the Prepayment Subaccount in the Bond Redemption Fund and applied to the extraordinary mandatory redemption of the Series 2017 Bonds in the manner prescribed in the form of Series 2017 Bond set forth as **Exhibit B** hereto.

Section 404 2017 Costs of Issuance Account. There shall be deposited in the 2017 Costs of Issuance Account \$_____ which shall, at the written direction of a Responsible Officer to the Trustee, be used to pay the costs of issuance relating to the Series 2017 Bonds. Any amounts on deposit in the 2017 Costs of Issuance Account ninety (90) days after the date of initial delivery of the Series 2017 Bonds, for which the District has not provided a pending requisition, shall be transferred over and deposited into the 2017 Acquisition and Construction Account and used for the purposes permitted therefor.

Section 405 2017 Reserve Account. Amounts on deposit in the 2017 Reserve Account except as provided elsewhere in the Master Indenture or in this Fourth Supplemental Indenture shall be used only for the purpose of making payments into the 2017 Interest Account and the 2017 Sinking Fund Account to pay the Series 2017 Bonds, without distinction as to Series 2017 Bonds and without privilege or priority of one Series 2017 Bond over another, when due when the moneys on deposit in such Accounts and available therefor are insufficient.

The Trustee, on each March 15, June 15, September 15 and December 15 (or if such day is not a Business Day, on the Business Day next preceding such day) next preceding each Redemption Date, after taking into account all payments and transfers made as of such date, shall compute the value of the 2017 Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the 2017 Reserve Account, from the first legally available sources of the District. Any surplus in the 2017 Reserve Account (other than any surplus resulting from investment earnings which shall be applied as provided below) shall be deposited into the Prepayment Subaccount.

All earnings on investments in the 2017 Reserve Account shall be deposited to the 2017 Revenue Account provided no deficiency exists in the 2017 Reserve Account and if a deficiency does exist earnings shall remain on deposit in the 2017 Reserve Account until the deficiency is cured. Such Account shall consist only of cash and 2017 Investment Obligations.

Notwithstanding the foregoing on the earliest date on which there is on deposit in the 2017 Reserve Account, sufficient monies, taking into account other monies available therefor, to pay and redeem all of the Outstanding Series 2017 Bonds, together with accrued interest on such Series 2017 Bonds to the earliest date of redemption, then the Trustee shall transfer to the

Prepayment Subaccount the amount on deposit in the 2017 Reserve Account to pay and redeem all of the Outstanding 2017 Bonds on the earliest such date.

Section 406 Application of Prepayment Principal: Prepayment Subaccount. All Prepayment Principal shall upon receipt by the Trustee be deposited to the Prepayment Subaccount of the 2017 Redemption Account. At the time the District deposits Prepayment Principal with the Trustee it shall notify the Trustee in writing as to the amount of Prepayment Principal. Amounts on deposit in the Prepayment Subaccount shall be applied to the redemption of the Series 2017 Bonds in the manner provided in Section 505(v) of the Master Indenture and as provided for the extraordinary mandatory redemption of the Series 2017 Bonds in Exhibit B hereto.

Section 407 Tax Covenants and Rebate Accounts. The District shall comply with the Tax Regulatory Covenants (including deposits to and payments from the 2017 Rebate Account) included as part of the closing transcript for the Series 2017 Bonds, as amended and supplemented from time to time in accordance with its terms. Amounts in the 2017 Rebate Account shall be directed by the District for investment only in Government Obligations. To the extent any amounts in the 2017 Rebate Account are not needed to comply with the Arbitrage Certificate, such amounts shall be transferred as directed by the District to any other fund or account created hereunder.

Section 408 Establishment of 2017 Revenue Account in Revenue Fund: Application of Revenues and Investment Earnings.

(a) Following an Event of Default, the Majority Owners may direct the District as to the collection method for the Series 2017 Assessments provided such method complies with Florida law. The District covenants to assess, levy, and enforce the payment of the Series 2017 Assessments at times and in amounts as shall be necessary in order to pay, when due, debt service on the Series 2017 Bonds and to pay or cause to be paid the proceeds of such Series 2017 Assessments as received to the Trustee for deposit to the 2017 Revenue Account.

(b) Immediately upon receipt the District shall deposit the revenues from the Series 2017 Assessments including the interest thereon with the Trustee together with a written accounting setting forth the amounts of such Series 2017 Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(i) Upon deposit of the revenues from the Series 2017 Assessments including the interest thereon with the Trustee, the District shall provide the Trustee a written accounting setting forth the amounts of such Series 2017 Assessments in the following categories which shall be deposited by the Trustee into the Funds and Accounts established hereunder as follows:

(ii) Assessment Interest which shall be deposited into the 2017 Interest Account;

(iii) Assessment Principal, which shall be deposited into the 2017 Sinking Fund Account;

(iv) Prepayment Principal which shall be deposited into the Prepayment Subaccount;

(v) Delinquent Assessment Principal shall first be applied to restore the amount of any withdrawal, from the 2017 Reserve Account to pay the principal of Series 2017 Bonds to the extent that less than the 2017 Reserve Account Requirement is on deposit in the 2017 Reserve Account, and, the balance, if any, shall be deposited into the 2017 Sinking Fund Account;

(vi) Delinquent Assessment Interest shall first be applied to restore the amount of any withdrawal, from the 2017 Reserve Account to pay the interest of Series 2017 Bonds to the extent that less than the 2017 Reserve Account Requirement is on deposit in a 2017 Reserve Account, and, the balance, if any, shall be deposited into the 2017 Interest Account;

(vii) The balance shall be deposited in the 2017 Revenue Account.

(c) On each March 15, June 15, September 15 and December 15 (or if such March 15, June 15, September 15 or December 15 is not a Business Day, on the Business Day next preceding such day), the Trustee shall determine the amount on deposit in the Prepayment Subaccount and, if the balance therein is greater than zero, shall transfer, but only after transferring sufficient amounts as directed by the District to pay an amounts due or the Series 2017 Bonds on the next Interest Payment Date, from the 2017 Revenue Account for deposit into such Prepayment Subaccount, an amount sufficient to increase the amount on deposit therein to the next integral multiple of \$5,000, and, shall thereupon give notice and cause the extraordinary mandatory redemption of Series 2017 Bonds on the next succeeding redemption date in the maximum aggregate principal amount for which moneys are then on deposit in such Prepayment Subaccount in accordance with the provisions for extraordinary redemption of Series 2017 Bonds as set forth in **Exhibit B** hereto. All interest due in regard to such prepayments shall be paid from the 2017 Interest Account or, if insufficient amounts are on deposit in the 2017 Interest Account to pay such interest then from the 2017 Revenue Account.

(d) On each May 1 and November 1 (or if such May 1 or November 1 is not a Business Day, on the Business Day preceding such date), the Trustee shall transfer from amounts on deposit in the 2017 Revenue Account to the Funds and Accounts designated below, the following amounts in the following order of priority and apply such amounts as provided in Section 505 of the Master Indenture and the provisions hereof:

FIRST, to the 2017 Interest Account of the Debt Service Fund, an amount equal to the amount of interest payable on all Series 2017 Bonds then Outstanding on such May 1 or November 1, less any amount already on deposit in the 2017 Interest Account not previously credited;

SECOND, to the 2017 Sinking Fund Account an amount equal to the Amortization Installments or principal of Series 2017 Bonds due on such May 1, less any amounts already on deposit in such Accounts not previously credited;

THIRD, to the 2017 Reserve Account, the amount, if any, which is necessary to make the amount on deposit therein equal to the then 2017 Reserve Account Requirement; and

FOURTH, the balance shall be retained in the 2017 Revenue Account.

(e) On any date required by the Tax Regulatory Covenants, the District shall give the Trustee written direction, and the Trustee shall, transfer from the 2017 Revenue Account to the 2017 Rebate Account established for the Series 2017 Bonds in the Rebate Fund, and the Tax Regulatory Covenants the amount due and owing to the United States, which amount shall be paid, to the United States, when due, in accordance with such Tax Regulatory Covenants. To the extent insufficient moneys are on deposit in the 2017 Revenue Account to make the transfer provided for in the immediately preceding sentence the District shall deposit with the Trustee from available moneys of the District the amount of any such insufficiency.

(f) Anything herein or in the Master Indenture to the contrary notwithstanding, amounts on deposit in all of the Funds and Accounts held as security for the Series 2017 Bonds shall be invested only in 2017 Investment Obligations, and further, earnings on investments in the 2017 Acquisition and Construction Account and 2017 Cost of Issuance Account shall be retained as realized, in such Accounts or Subaccount and used for the purpose of such Accounts. Earnings on investments in the 2017 Revenue Account, 2017 Sinking Fund Account, the 2017 Interest Account and the Prepayment Subaccount shall be deposited, as realized, to the credit of the 2017 Revenue Account and used for the purpose of such Account.

Earnings on investments in the 2017 Reserve Account shall be disposed of as provided in Section 405 hereof.

ARTICLE V CONCERNING THE TRUSTEE

Section 501 Acceptance by Trustee. The Trustee accepts the trusts declared and provided in this Fourth Supplemental Indenture and agrees to perform such trusts upon the terms and conditions set forth in the Master Indenture as modified by this Fourth Supplemental Indenture and subject to the rights and remedies set forth in Articles VI, VII and IX of the Master Indenture.

Section 502 Limitation of Trustee's Responsibility. The Trustee shall not be responsible in any manner for the due execution of this Fourth Supplemental Indenture by the District or for the recitals contained herein, all of which are made solely by the District.

Section 503 Trustee's Duties. Nothing contained herein shall limit the rights, benefits, privileges, protection and entitlements inuring to the Trustee under the Master Indenture, including, particularly, Articles VI and IX thereof, all of which shall apply to the actions of the Trustee under this Fourth Supplemental Indenture.

Section 504 Brokerage Confirmations. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security sanctions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

ARTICLE VI MISCELLANEOUS

Section 601 Confirmation of Master Indenture. As supplemented by this Fourth Supplemental Indenture, the Master Indenture is in all respect ratified and confirmed, and this Fourth Supplemental Indenture shall be read, taken and construed as a part of the Master Indenture so that all of the rights, remedies, terms, conditions, covenants and agreements of the Master Indenture, except insofar as modified herein, shall apply and remain in full force and effect with respect to this Fourth Supplemental Indenture and to the Series 2017 Bonds issued hereunder. To the extent of any conflicts between the terms and provisions of the Master Indenture and this Fourth Supplemental Indenture the terms and provisions hereof shall control.

Section 602 Additional Covenant Regarding Series 2017 Assessments. In addition, and not in limitation of, the covenants contained elsewhere in this Fourth Supplemental Indenture and in the Master Indenture, the District covenants to comply with the terms of the proceedings heretofore adopted with respect to the Series 2017 Assessments, including the assessment methodology, prepared by _____ (the "Report"), and to levy the Series 2017 Assessments and any required true up payments as set forth in the Report, in such manner as will generate funds sufficient to pay the principal of and interest on the Series 2017 Bonds, when due. The District also agrees that it shall not amend the Report in any material manner without the written consent of the Majority Owners.

Section 603 Limitation on Additional Debt. Other than Bonds issued to refund a portion of Outstanding Series 2017 Bonds, the issuance of which as determined by the District results in present value debt service savings, the District shall not, while any Series 2017 Bonds are outstanding, issue or incur any debt payable in whole or in part from the 2017 Trust Estate. In addition, the District covenants not to issue any other Bonds or other debt obligations secured by Assessments on assessable lands which are also encumbered by the Series 2017 Assessments for any capital project unless the Series 2017 Assessments have been Substantially Absorbed. The District may issue Bonds or other debt obligations secured by Special Assessments on assessable lands not encumbered by the Series 2017 Assessments without limitation except as limited by the documents pursuant to which such Bonds or debt are issued. The Trustee and the District may rely on a certificate from the District Manager regarding such status of the residential units and the Series 2017 Assessments and in the absence of receipt of such certificate, may assume Substantial Absorption has not occurred.

Section 604 Additional Matters Relating to Delinquent Assessments.

(a) Notwithstanding anything herein or in the Master Indenture to the contrary, the following provisions shall apply with respect to the Series 2017 Assessments and Series 2017 Bonds: If any property shall be offered for sale for the nonpayment of any Series 2017 Assessments, and no person or persons shall purchase such property for an amount equal to the full amount due on the Series 2017 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the District, after receiving the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2017 Outstanding, specifying whether the District is to take title to the property in its corporate name or in the name of a special purpose entity, may purchase the property for an amount less than or equal to the balance due on the

Series 2017 Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special-purpose entity title to the property for the benefit of the Owners of the Series 2017 Bonds. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, shall have the power to and shall lease or sell such property, and deposit all of the net proceeds of any such lease or sale into the 2017 Revenue Account. The District, either through its own actions, or actions caused to be taken by the District through the Trustee, agrees that it shall, after being provided assurances satisfactory to it of payment of its fees, costs and expenses for doing so, be required to take the measures provided by law for listing for sale of property acquired by it as trustee for the Owners of the Series 2017 Bonds within sixty (60) days after the receipt of the request therefore signed by the Trustee, acting at the direction of the Majority Owners of the Series 2017 Outstanding . The District may pay costs associated with any actions taken by the District pursuant to this paragraph from any moneys legally available for such purpose held under the Indenture, provided such action does not adversely impact the tax-exempt status of the interest on the Series 2017 Bonds.

(b) Notwithstanding anything to the contrary herein or in the Master Indenture, the District acknowledges and agrees that (i) upon failure of any property owner to pay when due any installment of Series 2017 Assessments that are billed directly by the District, that the entire Series 2017 Assessments levied on the property for which such installment of Series 2017 Assessments is due and unpaid, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and, with the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2017 Bonds Outstanding, the District shall promptly, but in any event within one hundred twenty (120) days of the receipt of such consent, cause to be brought the necessary legal proceedings for the foreclosure of liens of the delinquent Series 2017 Assessments, including interest and penalties and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Section 605 Additional Matters Relating to Series 2017 Assessments and Assessment Proceedings. The District covenants and agrees that upon the occurrence and continuance of an Event of Default with respect to the Series 2017 Bonds, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of delinquent Assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, and the provisions for the foreclosure of liens of delinquent Assessments that are directly billed and collected by the District, as well as delinquent direct billed operation and maintenance assessments, all in a manner consistent with the Master Indenture and this Fourth Supplemental Indenture. All Series 2017 Assessments that are billed and collected directly by the District shall be due and payable by the applicable landowner no later than thirty (30) days prior to each Interest Payment Date and shall become delinquent thereafter.

Section 606 Additional Matters Relating to Events of Default.

In addition to the events set forth in Section 902 of the Master Indenture, each of the following events shall be an Event of Default with respect to the Series 2017 Bonds, notwithstanding anything to the contrary in the Master Indenture:

Any portion of the Series 2017 Assessments pledged to the Series 2017 Bonds shall have become delinquent and, as the result thereof, the Indenture authorizes the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in 2017 Reserve Account to pay the debt service on the Series 2017 Bonds (regardless of whether the Trustee does or does not actually withdraw such funds from the 2017 Reserve Account to pay the debt service on the Series 2017 Bonds) (the foregoing being referred to as a "2017 Reserve Account Event") unless within sixty (60) days from the 2017 Reserve Account Event the District has either paid to the Trustee (i) the amounts, if any, withdrawn from the 2017 Reserve Account or (ii) the portion of the Delinquent Assessment Principal and Delinquent Assessment Interest giving rise to the 2017 Reserve Account Event are no longer delinquent Assessments; and

More than fifteen percent (15%) of the operation and maintenance assessments that are directly billed by the District and levied by the District on tax parcels subject to the Series 2017 Assessments are not paid by the date such are due and payable and such default continues for sixty (60) days after the date when due. The District shall give written notice to the Trustee of the occurrence of such event not later than 10 days after the end of the sixty day period referred to in the preceding sentence. The Trustee shall not be deemed to have knowledge of the occurrence of such an Event of Default absent notice thereof from the District

Section 607 Provisions relating to Bankruptcy or Insolvency of Landowner.

(a) The provisions of this Section 607 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel subject to at least three percent (3%) of the Series 2017 Assessments pledged to the Series 2017 Bonds Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

(b) The District acknowledges and agrees that, although the Series 2017 Bonds were issued by the District, the Owners of the Series 2017 Bonds are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Series 2017 Bonds Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceedings or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2017 Assessments relating to the Series 2017 Bonds Outstanding, the Outstanding Series 2017 Bonds or any rights of the Trustee under the Indenture (provided, however, Trustee

shall be deemed to have consented, on behalf of the Majority Owners of the Series 2017 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Series 2017 Assessments relating to the Series 2017 Bonds Outstanding, the Series 2017 Bonds Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, Trustee shall be deemed to have consented, on behalf of the Majority Owners of the Series 2017 Bonds Outstanding, to the proposed action if the District does not receive a written response from the Trustee within thirty (30) days following receipt by the Trustee of the written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Series 2017 Assessments relating to the Series 2017 Bonds Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Series 2017 Assessments relating the Series 2017 Bonds Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) The District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceedings or take any other action in such Proceedings, which is adverse to Trustee's enforcement or the District's claim and rights with respect to the Series 2017 Assessments relating to the Series 2017 Bonds Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Series 2017 Assessments pledged to the Series 2017 Bonds Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for operation and maintenance assessments, and the District shall be free to pursue such claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for operation and maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Series 2017 Assessments relating to the Series 2017 Bonds Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) or (b)(v) above.

Section 608 Assignment of Collateral Assignment.

The District hereby assigns its rights under the Collateral Assignment to the Trustee for the benefit of the Owners, from time to time, of the Series 2017 Bonds. Such assignment shall not be considered an assumption by the Trustee of any obligations thereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Westside Community Development District has caused these presents to be signed in its name and on its behalf by its Chairperson, and its official seal to be hereunto affixed and attested by its Secretary, thereunto duly authorized, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and on its behalf by its duly authorized signatory.

**WESTSIDE COMMUNITY DEVELOPMENT
DISTRICT**

[SEAL]

By: _____
Chairman, Board of Supervisors

ATTEST:

By: _____
Secretary

**U.S. BANK NATIONAL ASSOCIATION, as
Trustee**

By: _____
Vice President

EXHIBIT "A"

Description of the 2017 Project

**PUBLIC IMPROVEMENTS CONSTITUTING ASSESSABLE
IMPROVEMENTS WITHIN THE MEANING OF
CHAPTER 190, FLORIDA STATUTES,
INCLUDING BUT NOT LIMITED TO:**

[TO BE PROVIDED]

EXHIBIT "B"

Form of the Series 2017 Bonds

See Attached

No. 2017R-1

\$ _____

United States of America
State of Florida
WESTSIDE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2017

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
_____%	November 1, ____	May 25, 2017	_____

Registered Owner: CEDE & CO.

Principal Amount: _____ MILLION _____ HUNDRED _____
THOUSAND AND NO/100 DOLLARS

THE WESTSIDE COMMUNITY DEVELOPMENT DISTRICT HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS SERIES 2017 BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE INDENTURE, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), WILL BE THE REGISTERED OWNER AND WILL HOLD THIS SERIES 2017 BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS SERIES 2017 BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS SERIES 2017 BOND, MAY BE TREATED AS THE OWNER OF IT FOR ALL PURPOSES.

UNLESS THIS SERIES 2017 BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, WITH RESPECT TO ANY SERIES 2017 BOND REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC, ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

WESTSIDE COMMUNITY DEVELOPMENT DISTRICT, a community development district duly created and existing pursuant to Chapter 190, Florida Statutes (the "District"), for value received, hereby promises to pay (but only out of the sources hereinafter mentioned) to the Registered Owner set forth above, or registered assigns, on the maturity date shown hereon, unless this Series 2017 Bond shall have been called for redemption in whole or in part and payment of the Redemption Price (as defined in the Indenture mentioned hereinafter) shall have been duly made or provided for, the principal amount shown above and to pay (but only out of the sources hereinafter mentioned) interest on the outstanding principal amount hereof from the most recent Interest Payment Date to which interest has been paid or provided for, or if no interest has been paid, from the Dated Date shown above, on May 1 and November 1 of each

year (each, an "Interest Payment Date"), commencing on May 1, 2018, until payment of said principal sum has been made or provided for, at the rate per annum set forth above. Notwithstanding the foregoing, if any Interest Payment Date is not a Business Day (as defined in the Indenture hereinafter mentioned), then all amounts due on such Interest Payment Date shall be payable on the first Business Day succeeding such Interest Payment Date, but shall be deemed paid on such Interest Payment Date. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture (as hereinafter defined), be paid to the Registered Owner hereof at the close of business on the regular record date for such interest, which shall be the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date, or if such day is not a Business Day on the Business Day immediately preceding such day; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 of the Master Indenture (hereinafter defined), the payment of interest and principal or Redemption Price shall be made by the Paying Agent (hereinafter defined) to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the Registered Owner of this Bond. Any payment of principal, or Redemption Price or interest shall be made only in accordance with standard DTC practices. Interest on this Bond will be computed on the basis of a 360-day year of twelve 30 day months.

This Bond is one of a duly authorized issue of bonds of the District designated "Special Assessment Revenue Bonds, Series 2017" (the "Series 2017 Bonds") issuable under and governed by the terms of a Master Trust Indenture, dated as of February 1, 2015 (the "Master Indenture"), between the District and U.S. Bank National Association as successor trustee (the "Trustee"), as supplemented by a Fourth Supplemental Trust Indenture, dated as of November 1, 2017 (the "Supplemental Indenture"), between the District and the Trustee (the Master Indenture as supplemented by the Supplemental Indenture is hereafter referred to as the "Indenture"). The Series 2017 Bonds are issued in an aggregate principal amount of \$ _____ for the purposes of (i) financing a portion of the Cost of acquiring, constructing and equipping certain assessable improvements (the "2017 Project"); (ii) paying certain costs associated with the issuance of the Series 2017 Bonds; (iii) paying a portion of the interest to accrue on the Series 2017 Bonds; and (iv) making a deposit into the 2017 Reserve Account for the benefit of all of the Series 2017 Bonds.

NEITHER THIS SERIES 2017 BOND NOR THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON SHALL CONSTITUTE A GENERAL OBLIGATION OR GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF THE CONSTITUTION AND LAWS OF FLORIDA. THIS SERIES 2017 BOND AND THE INTEREST AND PREMIUM, IF ANY, PAYABLE HEREON DO NOT CONSTITUTE EITHER A PLEDGE OF THE FULL FAITH AND CREDIT OF THE DISTRICT OR A LIEN UPON ANY PROPERTY OF THE DISTRICT OTHER THAN AS PROVIDED IN THE INDENTURE. NO OWNER OR ANY OTHER PERSON SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER OF THE DISTRICT OR ANY OTHER PUBLIC AUTHORITY OR GOVERNMENTAL BODY TO PAY DEBT SERVICE OR TO PAY ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE INDENTURE, OR THE SERIES 2017 BONDS. RATHER, DEBT SERVICE AND ANY OTHER AMOUNTS REQUIRED TO BE PAID PURSUANT TO THE

INDENTURE, OR THE SERIES 2017 BONDS, SHALL BE PAYABLE SOLELY FROM, AND SHALL BE SECURED SOLELY BY, THE 2017 PLEDGED REVENUES AND THE 2017 PLEDGED FUNDS PLEDGED TO THE SERIES 2017 BONDS, ALL AS PROVIDED HEREIN AND IN THE INDENTURE.

All acts, conditions and things required by the Constitution and laws of the State of Florida and the resolutions of the District to happen, exist and be performed precedent to and in the issuance of this Series 2017 Bond and the execution of the Indenture, have happened, exist and have been performed as so required. This Series 2017 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the execution by the Trustee of the Certificate of Authentication endorsed hereon.

IN WITNESS WHEREOF, Westside Community Development District has caused this Series 2017 Bond to bear the signature of the Chairperson of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of the Secretary of its Board of Supervisors.

**WESTSIDE COMMUNITY DEVELOPMENT
DISTRICT**

(SEAL)

By: _____
Chairperson, Board of Supervisors

ATTEST:

By: _____
Secretary to Board of Supervisors

IN WITNESS WHEREOF, Westside Community Development District has caused this 2017 Bond to bear the signature of the Chairman of its Board of Supervisors and the official seal of the District to be impressed or imprinted hereon and attested by the signature of a Secretary to the Board of Supervisors.

**WESTSIDE COMMUNITY DEVELOPMENT
DISTRICT**

(SEAL)

By: _____
Chairman, Board of Supervisors

ATTEST:

By: _____
Secretary to Board of Supervisors

CERTIFICATE OF AUTHENTICATION

This 2017 Bond is one of the Bonds of the Series designated herein, described in the within-mentioned Indenture.

**U.S. BANK NATIONAL ASSOCIATION,
as Registrar**

By: _____
Vice President

Date of Authentication:

This Series 2017 Bond is issued under and pursuant to the Constitution and laws of the State of Florida, particularly Chapter 190, Florida Statutes, as amended, and other applicable provisions of law and pursuant to the Indenture, executed counterparts of which Indenture are on file at the designated office of the Trustee. Reference is hereby made to the Indenture for the provisions, among others, with respect to the custody and application of the proceeds of 2017 Bonds, the collection, receipt and disposition of revenues and the funds charged with and pledged to the payment of the principal, and Redemption Price of, and the interest on, the Series 2017 Bonds, the nature and extent of the security thereby created, the covenants of the District with respect to the levy and collection of the 2017 Pledged Revenues (as defined in the Indenture), the terms and conditions under which the Series 2017 Bonds are or may be issued, the rights, duties, obligations and immunities of the District and the Trustee under the Indenture and the rights of the Registered Owners and Beneficial Owners of the Series 2017 Bonds, and, by the acceptance of this Series 2017 Bond, the Registered Owner and Beneficial Owners hereof assents to all of the provisions of the Indenture. Terms not otherwise defined herein shall have the meaning ascribed to them in the Indenture. The Series 2017 Bonds are equally and ratably secured by the 2017 Trust Estate, without preference or priority of one Series 2017 Bond over another.

The Series 2017 Bonds are issuable only as registered bonds without coupons in current interest form in denominations of \$5,000 or any integral multiple thereof (an "Authorized Denomination"). This Series 2017 Bond is transferable by the Registered Owner hereof or his duly authorized attorney at the designated corporate trust office of the Trustee as Bond Registrar (the "Bond Registrar"), upon surrender of this Series 2017 Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature reasonably satisfactory to the Bond Registrar, subject to such reasonable regulations as the District or the Bond Registrar may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new Series 2017 Bond or Series 2017 Bonds, in the same aggregate principal amount and of the same maturity as the Series 2017 Bond or Series 2017 Bonds transferred, will be issued to the transferee. At the designated corporate trust office of the Bond Registrar in the manner and subject to the limitations and conditions provided in the Indenture and without cost, except for any tax or other governmental charge, Series 2017 Bonds may be exchanged for an equal aggregate principal amount of Series 2017 Bonds of the same maturity and series, in Authorized Denominations and bearing interest at the same rate or rates.

The District has established a book-entry system of registration for the Series 2017 Bonds. Except as specifically provided otherwise in the Indenture, an agent will hold this Series 2017 Bond on behalf of the Beneficial Owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the Beneficial Owner of this Series 2017 Bond shall be deemed to have agreed to such arrangement.

Optional Redemption

The Series 2017 Bonds are subject to redemption at the option of the District prior to maturity, in whole or in part, on any date on or after _____ 1, ____ at the Redemption Price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date.

Mandatory Redemption

The Series 2017 Bond maturing _____ 1, _____ is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2017 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on _____ 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u> \$
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*

*Maturity

The Series 2017 Bond maturing November 1, 2028 is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2017 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on _____ 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u> \$
-------------	---

*

*Maturity

The Series 2017 Bond maturing _____ 1, _____ is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2017 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on _____ 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u> \$
-------------	---

*

***Maturity**

The Series 2017 Bond maturing _____ 1, _____ is subject to mandatory redemption in part by the District by lot prior to its scheduled maturity from moneys in the 2017 Sinking Fund Account established under the Supplemental Indenture in satisfaction of applicable Amortization Installments at a Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the redemption date, on _____ 1 of the years and in the principal amounts set forth below.

<u>Year</u>	<u>Amortization Installment</u> \$
-------------	---

*

***Maturity**

Any Series 2017 Bonds that are purchased by the District with amounts held to pay an Amortization Installment will be cancelled and the principal amount so purchased will be applied as a credit against the applicable Amortization Installment of Series 2017 Bonds.

Upon redemption or purchase of the Series 2017 Bonds (other than redemption in accordance with scheduled Amortization Installments), the District shall cause to be recalculated and delivered to the Trustee revised Amortization Installments recalculated so that debt service on the Series 2017 Bonds is amortized in substantially equal annual installments of principal and interest (subject to rounding to Authorized Denominations of principal) over the remaining term of the Series 2017 Bonds.

Extraordinary Mandatory Redemption

The Series 2017 Bonds are subject to extraordinary mandatory redemption prior to scheduled maturity, in whole on any date or in part on any Redemption Date, and if in part on a pro rata basis calculated by the District determined by the ratio of the Outstanding principal amount of each maturity of the Series 2017 Bonds treating for such purposes each Amortization Installment as a maturity divided by the aggregate principal amount of Outstanding Series 2017 Bonds and as otherwise provided in the Indenture, at the Redemption Price of 100% of the principal amount thereof, without premium, plus accrued interest to the Redemption Date, if and to the extent that any one or more of the following shall have occurred:

(i) On or after the Date of Completion of the 2017 Project by application of moneys transferred from the 2017 Acquisition and Construction Account therein to the Prepayment Subaccount in accordance with the terms of the Indenture; or

(ii) Amounts are deposited into the Prepayment Subaccount from the prepayment of Series 2017 Assessments and from amounts deposited into the Prepayment Subaccount from other sources; or

(iii) When the amount on deposit in the 2017 Reserve Account, together with other moneys available therefor are sufficient to pay and redeem all the Series 2017 Bonds then Outstanding as provided in the Supplemental Indenture:

Except as otherwise provided in the Indenture, if less than all of a maturity of the Series 2017 Bonds subject to redemption shall be called for redemption, the particular maturity of such Series 2017 Bonds or portions of such Series 2017 Bonds to be redeemed shall be selected by lot by the Registrar as provided in the Indenture.

Notice of each redemption of Series 2017 Bonds is required to be mailed by the Bond Registrar, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date to each Registered Owner of Series 2017 Bonds to be redeemed at the address of such Registered Owner recorded on the bond register maintained by the Bond Registrar. On the date designated for redemption, notice having been given and money for the payment of the Redemption Price being held by the Paying Agent, all as provided in the Indenture, the Series 2017 Bonds or such portions thereof so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2017 Bonds or such portions thereof on such date, interest on such Series 2017 Bonds or such portions thereof so called for redemption shall cease to accrue, such Series 2017 Bonds or such portions thereof so called for redemption shall cease to be entitled to any benefit or security under the Indenture and the Owners thereof shall have no rights in respect of such Series 2017 Bonds or such portions thereof so called for redemption except to receive payments of the Redemption Price thereof so held by the Paying Agent. Further notice of redemption shall be given by the Bond Registrar to certain registered securities depositories and information services as set forth in the Indenture, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

The Owner of this Series 2017 Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

Any moneys held by the Trustee or Paying Agent in trust for the payment and discharge of any Series 2017 Bond which remain unclaimed for three (3) years after the date when such Series 2017 Bond has become due and payable, either at its stated maturity date or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for three (3) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Series 2017 Bond became due and payable, shall be paid to the District, and thereupon and thereafter no claimant shall have any rights against the Trustee or Paying Agent to or in respect of such moneys.

If the District deposits or causes to be deposited with the Trustee funds or Federal Securities (as defined in the Indenture) sufficient to pay the principal or Redemption Price of any Series 2017 Bonds becoming due at maturity or by call for redemption in the manner set forth in the Indenture, together with the interest accrued to the due date, the lien of such Series 2017 Bonds as to the 2017 Trust Estate shall be discharged, except for the rights of the Owners thereof with respect to the funds so deposited as provided in the Indenture.

This Series 2017 Bond shall have all the qualities and incidents, including negotiability, of investment securities within the meaning and for all the purposes of the Uniform Commercial Code of the State of Florida.

This Series 2017 Bond is issued with the intent that the laws of the State of Florida shall govern its construction.

CERTIFICATE OF VALIDATION

This Series 2017 Bond is one of a Series of Bonds which were validated by judgment of the Circuit Court in and for Hillsborough County, Florida, rendered on March 30, 2005 and September 4, 2007.

WESTSIDE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chairman, Board of Supervisors

[FORM OF ABBREVIATIONS FOR SERIES 2017 BONDS]

The following abbreviations, when used in the inscription on the face of the within 2017 Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM as tenants in common

TEN ENT as tenant by the entireties

JT TEN as joint tenants with the right of survivorship and not as tenants in common

UNIFORM TRANS MIN ACT - _____ Custodian _____ under Uniform
Transfers to Minors Act _____ (State)

Additional abbreviations may also be used
though not in the above list.

For value received, the undersigned hereby sells, assigns and transfers unto
_____ the within 2017 Bond and all rights
thereunder, and hereby irrevocably constitutes and appoints _____,
attorney to transfer the said Series 2017A Bond on the books of the District, with full power of
substitution in the premises.

Date: _____

Social Security Number of Employer

Identification Number of Transferee:

Signature guaranteed:

NOTICE: The assignor's signature
to this Assignment must correspond
with the name as it appears on the
face of the within 2017 Bond in
every particular without alteration or
any change whatever.

By: _____
Authorized Signatory

EXHIBIT "C"

REQUISITION FOR SERIES 2017 BONDS

The undersigned, an Authorized Officer of Westside Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as trustee (the "Trustee"), dated as of February 1, 2005 (the "Master Indenture"), as supplemented by the Fourth Supplemental Indenture from the District to the Trustee, dated as of November 1, 2017 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2017 Acquisition and Construction Account, that each disbursement set forth above was incurred in connection with the acquisition and/or construction of the 2017 Project and each represents a Cost which has not previously been paid.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals or duplicate copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**WESTSIDE COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

Authorized Officer

CONSULTING ENGINEER'S APPROVAL OF 2017 PROJECT COSTS

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the 2017 Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the 2017 Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer for the 2017 Project, as such report shall have been amended or modified on the date hereof. The undersigned further certifies that (a) the 2017 Project improvements to be acquired have been completed in accordance with the plans and specifications therefore; (b) the 2017 Project improvements are constructed in a sound workmanlike manner and in accordance with industry standards; (c) the purchase price to be paid by the District for the 2017 Project improvements is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements; (d) the plans and specifications for the 2017 Project improvements have been approved by all regulatory bodies required to approve them or such approval can reasonably be expected to be obtained; (e) all currently required approvals and permits for the acquisition, construction, reconstruction, installation and/or equipping of the portion of the 2017 Project for which disbursement is made have been obtained from all applicable regulatory bodies; and (f) for that portion of the 2017 Project being acquired, the seller has paid all contractors, subcontractors, and materialmen that have provided services or materials in connection with the portion of the 2017 Project for which disbursement is made hereby.

[CONSULTING ENGINEER]

Title: _____

SECTION V



Landscape Maintenance Proposal

Attn: Westside CDD
Brian Smith
C/O GMS-CF, LLC
135 W. Central Blvd, Suite 320
Orlando, FL 32801

Submitted By: SSS Down To Earth Opco LLC
Director: Michael Mosler II

Westside CDD

Landscape Maintenance Summary

Community Development District

Basic Maintenance	\$ 11,220.00	Annually
Irrigation Inspection	Included	Annually
Fertilization/Pest Control	Included	Annually
Palm Trimming	Included	Annually
Mulch	Included	Annually

Grand Total Annually	\$ 11,220.00
Grand Total Monthly	\$ 935.00

Additional Items

Mulch	\$45.00 per cubic yard
4" Seasonal Annuals (4 times/year)	\$2.00 each
Palm Trimming	Up to 15' included
	Over 15' \$30.00 each

Exhibit "A"
Service Agreement Specifications

Between **SSS Down To Earth Opco LLC** (herein "Contractor" or "DTE") and **Westside CDD** the services to be performed hereunder for the Basic Monthly Fee are set forth below. Any work performed in addition to these services will be separately invoiced as provided in this Agreement.

LANDSCAPE MAINTENANCE PROGRAM

I. TURF GRASS SPECIFICATIONS

i. Mowing

Mowing shall be performed as frequently as is required to maintain a height level as outlined below with power lawn mowers of sufficient horsepower to leave a neat, clean appearance. (42 cuts/yr., minimum)

Mower blades will be kept sharp to prevent the tearing of grass blades.

Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers.

St. Augustine and Bahia turf should be maintained at a mowing height of 3 1/2" to 4 1/2" in height, with no more than 1/2 of leaf blade removed during mowing.

All Bermuda Sod shall be maintained at a height of 1" (85 cuts per year minimum).

ii. Edging

DTE shall neatly edge and trim around all plant beds, curbs, streets, trees, and buildings, etc. **DTE** shall maintain the shape and configuration of all planting beds.

All walks shall be blown or vacuumed after edging to maintain a clean, well-groomed appearance.

All grass runners to be removed after edging to maintain mulch areas free of weeds or encroaching grass.

Frequency of edging shall correspond to frequency of turf mowing.

iii. Trimming

Areas agreed to be inaccessible to mowing machinery will be maintained with string trimmers, or as environmental conditions permit.

Frequency of string trimming will correspond to frequency of turf maintenance with the exception of lake banks, roadside drainage ditches, and Bahia turf areas.

iv. Debris Removal

Each area prior to mowing will be patrolled for trash and other debris to clean area and reduce risk of flying debris during mowing. DTE shall not be obligated to clear areas of excessive trash around dumpsters and dock areas (i.e. Styrofoam peanuts).

All areas littered in the landscape maintenance process will be swept by hand, power blower, vacuum, as conditions permit, and transported to a dumping facility on site.

Removal of all landscape debris generated on the Property during landscape maintenance is the sole responsibility of **DTE**, at no additional expense to client.

v. Fertilization

A preliminary turf fertilization specification and schedule is as follows: Turf shall be fertilized four (4) times per year using a premium turf fertilizer with minor elements. Each application shall consist of 1.0 lb. of nitrogen per 1,000 sq. ft. of turf. Additionally, DTE shall apply a weed & feed in the spring and in the fall.

All sidewalks, roads, curbs, and patios will be swept clean of any granular fertilizer after application to minimize staining.

vi. Insect & Disease Control

Treatment of turf areas for infestation or disease shall be the responsibility of **DTE**.

DTE will implement an integrated Pest Management Program to minimize excessive use of pesticide and will rely heavily on continual monitoring of insect levels.

All products will be applied as directed by the manufacturer. DTE shall strictly comply with all state and federal regulations.

DTE employs an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services.

II. IRRIGATION

DTE shall be responsible for the operation of the irrigation systems within the designated areas. The irrigation systems shall be operated to provide watering frequencies sufficient to replace soil moisture below the root zone of all planted areas, including lawns, and taking into account the amount of rainfall that has occurred. **DTE** shall be responsible for controlling the amount of water used for irrigation and any damage that results from over watering and insufficient watering.

DTE shall fully inspect and operate all the irrigation zones on a monthly basis and immediately report any and all problems.

Damage caused by improper operation of the irrigation systems or damages incurred

through Landscape operations shall be the responsibility of **DTE** and shall be repaired by **DTE** within twenty-four hours at no charge.

Irrigation components damaged by other than **DTE** due to construction, vandalism, or other causes shall be reported to the Customer. **DTE**, if authorized by the Customer, shall repair the damage at a fair market price or cost plus 15% basis.

III. PLANTING BEDS, SHRUBBERY, WOODY ORNAMENTAL, GROUNDCOVERS, ALL PALM TREES AND ALL OTHER TREE CARE SPECIFICATION

i. Pruning

All pruning and thinning will have the distinct objective of retaining the plant's natural shape and the original design specifications, unless Customer requests otherwise.

Plants, hedges, shrubbery and trees obstructing pedestrian or automobile traffic and damaged plants, shall be pruned as needed. All areas are to be left free of clippings following pruning.

ii. Tree Pruning

Trees shall be maintained with clear trunks with lower branch elevations to 10 feet.

Tree interior sucker branches and dead wood shall be removed up to a height not exceeding 14' from ground. Moss removal and tree spraying may be performed at an additional charge.

iii. Palm Pruning

All palms up to a maximum height of 15' overall shall be pruned and shaped as required removing dead fronds and spent seed pods. Palms up to a maximum of height 15' overall are to be thoroughly detailed with all fronds trimmed to lateral position (not "hurricane-cut") two (2) times annually.

iv. Crape Myrtle Pruning

Crape Myrtles up to a maximum height of 15' overall must be pruned and shaped each February to promote vigorous blooming and maintain desired size and shape. Branches are to be individually trimmed back to wood no larger than 1/2" in diameter. All sucker branching, seedpods, and ball moss must also be removed.

v. Edging and Trimming

Groundcovers will be confined to plant bed areas by manual or chemical means, as environmental condition permits. "Weed eating" type edging will not be used around

trees.

vi. Insect and Disease control

Plants will be treated chemically as required to effectively control insect infestation and disease as environmental, horticultural and weather conditions permit.

Customer shall provide **DTE** access to a water source on the Customer's property for insect and disease control purposes.

vii. Weed Control

Open ground between plants shall be maintained in a condition of acceptable weed density by manual or chemical means, as environmental, horticultural and weather conditions permit.

All mulch areas or plant beds shall be maintained in a condition of acceptable weed density.

viii. Fertilization

All preliminary shrubs, trees and plantings fertilization specification are as follows:

Plant beds, shrubs, woody ornamental and ground covers shall be fertilized two times per year as to maintain good appearance and color.

Preliminary Schedule: March & September.

All ornamentals will be fertilized utilizing a product with a balanced analysis (example 8-10-10) with a good minor nutrient content. Nitrogen source should consist of a minimum of 50% slow release product.

ix. Mulching

Mulch is not provided under this Agreement at the specified amount on page 1. All beds or otherwise bare ground areas and tree rings should be maintained with a layer of mulch sufficient to cover the bare ground. In the event Customer chooses to purchase additional mulching services, **DTE** shall provide all labor and materials necessary to perform this work, at the following price:

Pine Straw	\$5.50 bale
Cypress Mulch	\$45.00 cu yd
Pine Bark	\$45.00 cu yd

Mulch material shall consist of a premium grade of Pine Straw, Pine Bark Nuggets or Cypress Mulch. Owner must first approve all mulch operations.

IV. ANNUAL FLOWERS MAINTENANCE PROGRAM

The Annual Flowers maintenance program is not included in this Agreement unless specifically requested in writing as an additional charge. In the event Customer chooses to purchase the Annual Flower maintenance program, **DTE** shall furnish all material, labor, and necessary soil amendments for the installation and replacement of annual flowers at the price of \$2.00 per 4" pot.

Minimum Replacement Schedule

"Seasonal Color" - Four-inch pots, planted in the following schedule and spacing, to correspond with the installation period unless directed differently by Owner.

January - March	=	Annuals
April - June	=	Annuals
July - September	=	Annuals
October - December	=	Annuals

Proper annual spacing is as follows:

Annual Bedding Plants	8-10" spacing
Perennial Color	12-14" spacing

DTE will not be held responsible for any acts of God (i.e. wind damage, freeze damage).

The practice of covering plant material during a freeze to prevent damaged is an extra charge to this contract and does not guarantee plant survival.

V. CONSTANT COLOR MAINTENANCE

DTE shall be responsible for the full and complete care of all **"Seasonal Color"** plantings; including watering, mulching, spraying, fertilization, pruning, etc., such that the Owner is guaranteed that every annual/perennial planting mass shall maintain a healthy, vigorous appearance and shall at all times provide the finest quality color planting possible.

VI. ADDITIONAL SERVICES

DTE shall provide services over and above the Contract Specifications with written authorization from the Owner. Rates for labor and materials shall be as follows:

Supervisor/Technician	\$55.00 per hour
Laborers	\$35.00 per hour
Materials	Cost + 15%



civil engineers
environmental engineers
landscape architects
land planners &
transportation engineers

osceola engineering incorporated
certificate of authorization
number 00026295
1003 florida avenue
city of saint cloud
florida 34769
telephone: (407) 891-4152
fax: (407) 891-0178

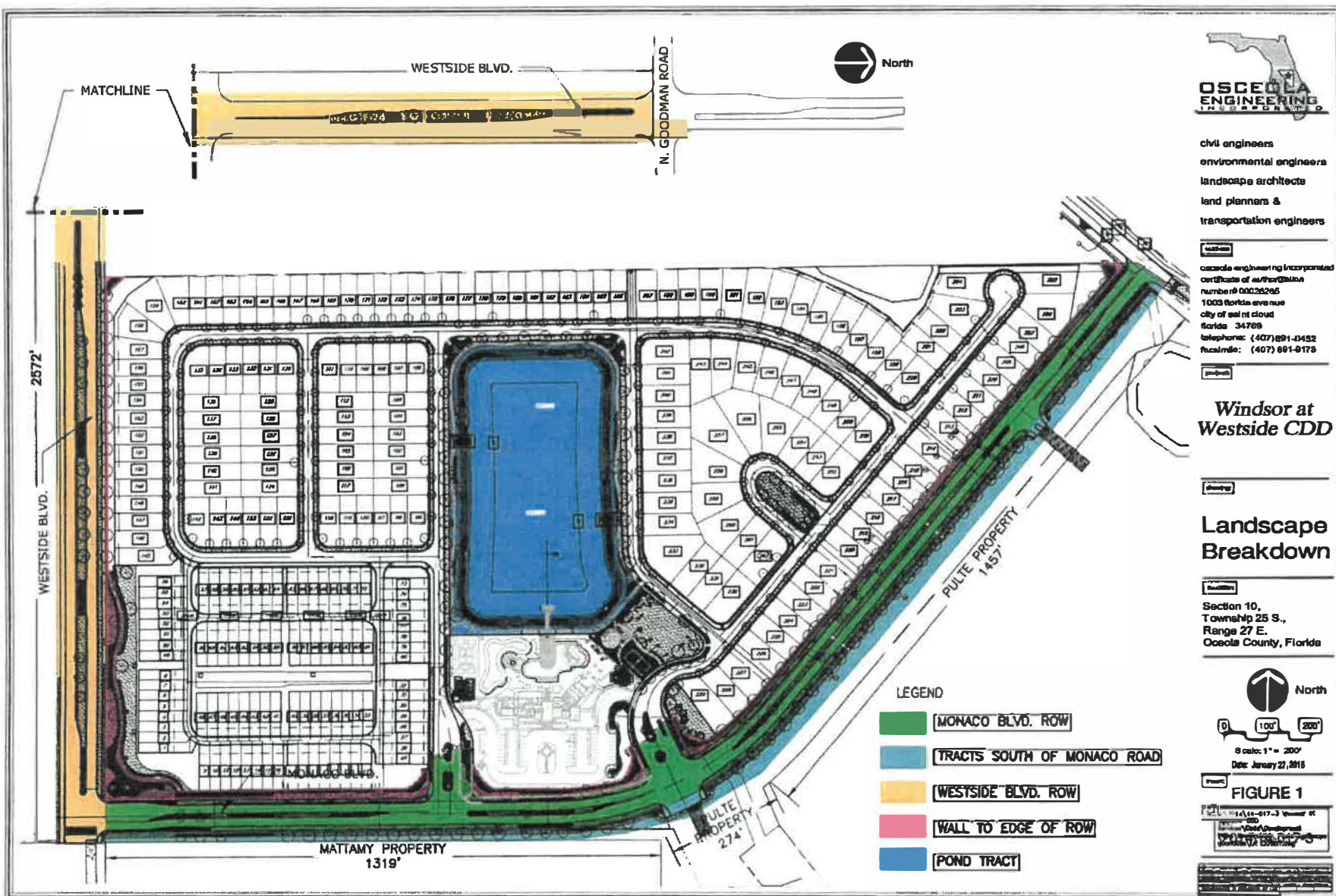
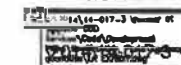
**Windsor at
Westside CDD**

**Landscape
Breakdown**

Section 10,
Township 25 S.,
Range 27 E.,
Osceola County, Florida



FIGURE 1



SECTION VI

1

Westside

Community Development District

Summary of Check Register

October 1, 2017 to October 24, 2017

Fund	Date	Check No.'s	Amount
General	10/06/17	1277-1278	\$ 7,707.50
	10/10/17	1279	\$ 5,055.16
			<hr/> \$ 12,762.66
Payroll	<u>October 2017</u>		
	Michael D Dady	50227	\$ 184.70
	Scott D Stewart	50228	\$ 183.87
			<hr/> \$ 368.57
			<hr/> \$ 13,131.23

CHECK DATE	VEND#INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
10/06/17	00056	9/29/17 9150	201709 320-53800-46400	STORMWATER POND MTN-SEP17	*	600.00	
				AQUATIC WEED MANAGEMENT, INC.			600.00 001277
10/06/17	00039	10/01/17 182776	201710 320-53800-46200	LANDSCAPE MAINT - OCT17	*	7,107.50	
				YELLOWSTONE LANDSCAPE			7,107.50 001278
10/10/17	00001	10/02/17 275	201710 310-51300-34000	MANAGEMENT FEES OCT17	*	3,315.33	
		10/02/17 275	201710 310-51300-35100	INFO TECHNOLOGY OCT17	*	83.33	
		10/02/17 275	201710 310-51300-51000	OFFICE SUPPLIES	*	.99	
		10/02/17 275	201710 310-51300-42000	POSTAGE	*	28.01	
		10/02/17 275	201710 310-51300-42500	COPIES	*	69.45	
		10/02/17 275	201710 310-51300-41000	TELEPHONE	*	10.88	
		10/02/17 276	201710 320-53800-49000	FIELD MANAGEMENT OCT17	*	1,547.17	
				GOVERNMENTAL MANAGEMENT SERVICES			5,055.16 001279
TOTAL FOR BANK A						12,762.66	
TOTAL FOR REGISTER						12,762.66	

WEST WESTSIDE BPEREGRINO

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2

Westside CDD
FY 2018
Direct Bill Status

District		Total O & M	Total Debt	Total Due		O & M	Debt	Total	Paid
Westside	Landowner Westside CDD Holdings 18-25-27-3160-000A-0080 (Former Fairwinds)	\$119,658	\$0	\$119,658	Nov	\$59,829.19	\$0.00	\$59,829.19	
		2005	\$0		Feb	\$29,914.60	\$0.00	\$29,914.60	
		2007	\$0		May	\$29,914.60	\$0.00	\$29,914.60	
					Total	\$119,658.38	\$0.00	\$119,658.38	
	KB 07-25-27-3160-000C-0115, 18-25-27-3160-000B-0095	\$22,055	\$0	\$22,055	Nov	\$11,027.40	\$0.00	\$11,027.40	
		2005	\$0		Feb	\$5,513.70	\$0.00	\$5,513.70	
		2007	\$0		May	\$5,513.70	\$0.00	\$5,513.70	
					Total	\$22,054.79	\$0.00	\$22,054.79	
	Khov 07-25-27-3160-000C-0010, 18-25-27-3160-000B-0095	\$14,331	\$0	\$14,331	Nov	\$7,165.42	\$0.00	\$7,165.42	
		2005	\$0		Feb	\$3,582.71	\$0.00	\$3,582.71	
		2007	\$0		May	\$3,582.71	\$0.00	\$3,582.71	
					Total	\$14,330.83	\$0.00	\$14,330.83	
	Westside CDD Holdings 18-25-27-3160-000B-0040	\$84,012	\$0	\$84,012	Nov	\$42,006.16	\$0.00	\$42,006.16	
		2005	\$415,856		Feb	\$21,003.08	\$0.00	\$21,003.08	
		2007	\$135,432		May	\$21,003.08	\$0.00	\$21,003.08	
					Total	\$84,012.31	\$0.00	\$84,012.31	
	Golden Cay LLC 07-25-27-5461-0001-00D0	\$18,341	\$73,271	\$91,612	Nov	\$9,170.36	\$36,635.56	\$45,805.92	
		2005	\$52,640		Feb	\$4,585.18	\$18,317.78	\$22,902.96	
		2007	\$20,631		May	\$4,585.18	\$18,317.78	\$22,902.96	
				Total	\$18,340.72	\$73,271.12	\$91,611.84		
Douglas Westside, LLC 06-25-27-5474-0001-0030	\$48,514	\$0	\$48,514	Nov	\$24,257.08	\$0.00	\$24,257.08		
	2005	\$0		Feb	\$12,128.54	\$0.00	\$12,128.54		
	2007	\$0		May	\$12,128.54	\$0.00	\$12,128.54		
				Total	\$48,514.15	\$0.00	\$48,514.15		
Land One Acquisition 1825273160000B0110	\$43,485	\$0	\$43,485	Nov	\$10,871.31		\$10,871.31		
				Jan	\$10,871.31		\$10,871.31		
				April	\$10,871.31		\$10,871.31		
	2005	\$0		July	\$10,871.31		\$10,871.31		
	2007	\$0		Total	\$43,485.25		\$43,485.25		
Mattamy 18-25-27-4941-0001-FD10	\$18,971	\$0	\$18,971	Nov	\$9,485.74		\$9,485.74		
	2005	\$0.00		Feb	\$4,742.87		\$4,742.87		
	2007	\$0.00		May	\$4,742.87		\$4,742.87		
				Total	\$18,971.47		\$18,971.47		
Land One Acquisition 19-25-27-3160-000B-0030	\$13,125	\$0	\$13,125	Nov	\$6,562.40		\$6,562.40		
	2005	\$0.00		Feb	\$3,281.20		\$3,281.20		
	2007	\$0.00		May	\$3,281.20		\$3,281.20		
				Total	\$13,124.79		\$13,124.79		
Green Gate Lagoon 07-25-27-5461-0001-0010				Nov	\$17,453.26	\$75,092.84	\$92,546.10		
	O & M	\$34,907		Feb	\$8,726.63	\$37,546.42	\$46,273.05		
	2005 Debt	\$110,920		May	\$8,726.63	\$37,546.42	\$46,273.05		
	2007 Debt	\$39,266					\$185,092.20		